



# City of NORFOLK

To the Honorable Council  
City of Norfolk, Virginia

January 27, 2015

From: Peter Chapman, Acting Director  
Director of Development

**Subject:** Conveyance of a GEM Lot  
Located at SS Swanson Road and NS  
Evans Street to Blane J. Lorson and  
Kacey D. Lorson for the sale price of  
the Nine Thousand Six Hundred  
Dollars (\$9,600.00)

Reviewed:

Ronald H. Williams, Jr., Deputy City  
Manager

**Ward/Superward:** 1/6

Approved:

Marcus D. Jones, City Manager

**Item Number:**

**PH-3**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Blane J. Lorson and Kacey D. Lorson  
549 Fishermans Road  
Norfolk, VA 23503

III. **Description**

This agenda item authorizes the scheduling of a Public Hearing to consider the Ordinance to dispose of two vacant, non-standard size parcels of City-owned land. These two parcels are GEM Lots and was acquired by the City under Section 58.1-3970.1 of the Code of Virginia, 1950, as amended. These parcels are to be conveyed to the owners of the adjacent property, Blane J. Lorson and Kacey D. Lorson under the GEM Side Lots for Development Disposition Program.

IV. **Analysis**

Blane J. Lorson and Kacey D. Lorson propose to use these two GEM Lots to extend their lot for the purpose of building a home (see attached aerial). Conveying this GEM Lot to Blane J. Lorson and Kacey D. Lorson will enable the City to place the property back on the tax rolls. No specific City use has been identified for this property and therefore, conveyance to the adjacent property owners is consistent with the goals of the GEM Side Lot for Development Disposition Program.

**V. Financial Impact**

This parcel will be conveyed to Blane J. Lorson and Kacey D. Lorson for the sale price of Nine Thousand Six Hundred Dollars (\$9,600.00). They will pay typical costs of closing. Each party to this transaction shall pay its own legal fees. The Fiscal Year 2015 Assessed Value of the Parcels is \$9600.00; resulting in new tax revenue of \$110.40 annually.

**VI. Environmental**

There are no known environmental issues associated with this property.

**VII. Community Outreach/Notification**

In accordance with the Norfolk City Charter and Virginia State law, a legal notice will be posted in *The Virginian-Pilot*. In addition, public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

**VIII. Board/Commission Action**

N/A

**IX. Coordination/Outreach**

This letter has been coordinated with the Department of Development - Division of Real Estate and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Conveyance Agreement
- Declaration of Protective and Restrictive Covenants

Form and Correctness Approved: 

By 

Office of the City Attorney

Contents Approved:

By 

DEPT.

NORFOLK, VIRGINIA

## ORDINANCE No.

AN ORDINANCE AUTHORIZING THE CONVEYANCE TO BLANE J. LORSON AND KACEY D. LORSON OF CERTAIN PARCELS OF PROPERTY LOCATED AT SS SWANSON ROAD AND NS EVANS STREET FOR THE TOTAL SUM OF \$9,600.00 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONVEYANCE AGREEMENT.

- - -

WHEREAS, Section 58.1-3970.1 of the Code of Virginia, 1950, as amended, authorizes the appointment of a Special Commissioner for the purpose of conveying to localities, in lieu of public auction, certain real property with delinquent taxes and liens that meet certain criteria set forth therein; and

WHEREAS, the parcels of real property located at SS Swanson Road and NS Evans Street and more particularly described in Exhibit A, attached hereto and made a part hereof ("Property"), were conveyed to the City of Norfolk ("City") by a Special Commissioner's deed executed and delivered pursuant to a decree entered by the Circuit Court of the City of Norfolk in accordance with the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended; and

WHEREAS, Council has determined that the Property is not needed for any of the uses or purposes of the City and is a continuing financial burden on the City; and

WHEREAS, Section 2(5) of the Norfolk City Charter provides the City with broad authority for the disposition of its real property; and

WHEREAS, the said parcels have a current total assessed value of \$9,600.00, to wit: Parcel 1: SS Swanson Road (RE# 2712-9100) - \$1,800.00; and Parcel 2: NS W. Evans Street (RE# 2712-8800) - \$7,800.00; and

WHEREAS, Council has determined that the public interest is best served by the conveyance of the Property to Blane J. Lorson and Kacey D. Lorson for the sum of \$9,600.00 in accordance with the policies and procedures of the City's "GEM" Program and upon the terms and conditions set forth in the Conveyance Agreement attached hereto as Exhibit B; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the conveyance of the Property, located at SS Swanson Road and NS Evans Street and further described in Exhibit A, to Blane J. Lorson and Kacey D. Lorson for the total sum of \$9,600.00 in accordance with the policies and procedures of the City's "GEM" Program and upon the terms and conditions set forth in the Conveyance Agreement attached as Exhibit B, is hereby authorized and approved.

Section 2:- That the City Manager, and the other proper officers of the City, are authorized to execute the Conveyance Agreement on behalf of the City of Norfolk, and upon receipt of the sum of \$9,600.00 to deliver to Blane J. Lorson and Kacey D. Lorson a Special Warranty Deed in form satisfactory to the City Attorney, and to do all other things necessary and proper to effect the conveyance of the said Property to Blane J. Lorson and Kacey D. Lorson

Section 3:- That the City Manager is further authorized to correct, amend or revise the Conveyance Agreement as he may deem advisable to carry out the intent of the Council as expressed herein.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.



# SS Swanson Rd and NS Evans St



## **EXHIBIT "A"**

### **Tax Account Number 2712-8800**

A portion of all that certain piece or parcel of land, in Lot "K" on a plat of the "Re-Subdivision of Parcel "G", dated 16 July 1956, and duly of record in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 17 at page 16, and that portion of the closed and vacated Landale Road acquired by Marvin B. Simon, unmarried as aforesaid, said parcel of land being more particularly described as follows:

BEGINNING at a point of Evans Street, where a southerly prolongation of the eastern boundary line of Lot 73, as shown on the aforesaid plat recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 17, at Page 16, would intersect the northern line of said Evans Street, which point is the southeast corner of the parcel of land herein conveyed; thence in a northwesterly direction along the northern line of said Evans Street to a point where a southerly prolongation of the western boundary line of said Lot 73 would intersect the northern line of the said Evans Street, which point is the southwesterly corner of the parcel of land herein conveyed; thence in a northerly direction along said prolongation of the western boundary line of said Lot 73 to the new southwest corner of said Lot 73, as established by the closing and vacating of the said Landale Road, as aforesaid, which corner is the northwesterly corner of the parcel of land therein conveyed; thence in an easterly direction along the former center line of the closed and vacated Landale Road and which line is also the new southern boundary line of said Lot 73, sixty-five (65) feet, more or less, to the new southeast corner of said Lot 73, which point is also the northeast corner of the parcel of land herein conveyed; thence in a southerly direction along the southern prolongation of the eastern boundary line of said Lot 73 to the northern line of said Evans Street, the point of beginning herein. Said parcel of land being a portion of the property conveyed to Marvin Homes, Incorporated, by deed from Marvin B. Simon, unmarried, dated 31 August 1954, and recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Deed Book 676 at Page 433, and that portion of the said Landale Road acquired by the said Marvin B. Simon when the said road was closed and vacated by the Ordinance of the City of Norfolk, Virginia, aforesaid.

### **Tax Account Number 2712-9100**

ALL that certain piece or parcel of land, extending along the rear end of lot number Seventy-Three (73) on that certain plat entitled "Map of a portion of Commodore Park" recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in map book #10 at page #47, land being the part of Lansdale Road adjoining lot #73 and vested in the owner thereof by the vacation of the said street or ordinance of the City of Norfolk, Virginia, dated June 16, 1953.



### CONVEYANCE AGREEMENT

**THIS CONVEYANCE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), and **BLANE J. LORSON** and **KACEY D. LORSON**, ("Lorson").

#### RECITALS:

A. City is the owner in fee simple absolute of certain parcels of real property, together with all rights and appurtenances thereunto pertaining, located in the City of Norfolk, Virginia, more particularly described in Exhibit A, attached to and made a part of this Agreement (the "Property"), the City having acquired the same pursuant to the provisions of Section 58.1-3970.1 of the Code of Virginia, 1950, as amended.

B. Upon acquisition of the Property, the City recorded Declarations of Protective and Restrictive Covenants ("Restrictive Covenants") in the Clerk's Office of the Circuit Court of the City of Norfolk, as Instrument Nos. 060009760 and 060009761, copies of which are attached as Exhibit B, which documents provide, inter alia, that a violation of any protective or restrictive covenant contained therein shall, in the sole discretion of the City, cause the title to the Property to revert to the City.

C. The acquisition of the Property by the City resulted in the City owning non-standard lots that abut certain property owned by Lorson.

D. The conveyance of the Property to Lorson will enable Lorson to care for and maintain the Property in a manner that will enhance both the appearance and value of their adjoining property, as well as the other properties located in that section of the City, thereby relieving the City of the burden and expense of caring for and maintaining the Property, while at the same time returning the Property to the real estate tax rolls.

E. The City therefore desires to convey the Property to Lorson and Lorson desires to have the Property conveyed to Lorson in accordance with the terms and conditions of this Agreement.

F. These recitals are incorporated by this reference into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and specifically Lorson's agreement to assume the responsibility and expense of caring for and maintaining the Property in a manner that will enhance the neighborhood and meet any applicable requirements of the Norfolk City Code, the City agrees to convey and Lorson agrees to accept the conveyance of the Property, together with all easements, rights, and appurtenances thereto as follows:



1. CONVEYANCE.

a. The City agrees to convey the property to Lorson, "AS IS," by Special Warranty Deed, free and clear of all encumbrances, tenancies, and liens (for taxes or otherwise), except as may otherwise be provided in this Agreement, subject to applicable easements and restrictive covenants of record, and specifically the Restrictive Covenants attached hereto as Exhibit B. Lorson shall assume the responsibility and expense of caring for and maintaining the Property in a manner that will enhance the neighborhood and meet the requirements of any applicable provisions of the Norfolk City Code.

b. Possession of the Property will be given to Lorson at Closing.

c. City agrees to pay the expenses of preparing the deed. Lorson will pay all other fees and costs charged in connection with the transfer of the Property and the recordation of the deed.

d. **Lorson acknowledges and agrees that the City is represented by the City Attorney and that the City Attorney cannot and will not represent Lorson's interests in this matter.**

e. City and Lorson agree that the attorney or title insurance company (Title Company) selected by Lorson shall act as the settlement agent ("Settlement Agent") at Lorson's expense. The Settlement Agent shall prepare the settlement statement, update and record the deed, collect and disburse settlement funds in accordance with this Agreement and the settlement statement, and file any required state and federal tax forms or other certifications in accordance with Paragraph (25).

2. PURCHASE PRICE. The total purchase price (the Purchase Price) for the Property is Nine Thousand Six Hundred Dollars 9,600.00, and the Purchase Price will be paid in the form of a certified check or by wire transfer of funds at Closing. The Purchase Price shall be allocated to the individual parcels as follows:

S S Swanson Road - \$1,800.00  
N S W. Evans Street - \$7,800.00

3. DEPOSIT. Purchaser will make a deposit (the Deposit) of \$500.00 to be held in an interest bearing account by the settlement agent ("Settlement Agent"), until Closing and then applied toward the Purchase Price or returned to Purchaser, together with any and all interest earned thereon, if this Agreement is terminated in accordance with its provisions.

4. CLOSING. The Closing will be made at the offices of the Norfolk City Attorney, in Norfolk, Virginia 23510, or such other location as the parties may agree, within 120 days of the effective date of the ordinance authorizing the conveyance of the property by the City ("Effective Date"), unless extended by mutual agreement of the parties.

5. CONDITIONS. Lorson's obligations are expressly conditioned upon the satisfaction of each of the following conditions in the sole determination of Lorson, it being understood that the City is under no obligation whatsoever to expend any funds to satisfy any of these conditions. If any one of the following conditions cannot be met within 120 days after the Effective Date, Lorson may unilaterally terminate this Agreement:

a. Receipt of a satisfactory title commitment.

b. Receipt of a Phase I Environmental Assessment and Report (Phase I Report) conducted and prepared by an environmental engineering and inspection company selected by Lorson at Lorson's expense, and such other testing and reports as may be reasonably required by Lorson or recommended in the Phase I Report, any such additional testing and reports to be at Lorson's expense.

c. Satisfaction by the City of all of their obligations under this Agreement.

6. NO REPRESENTATIONS AND WARRANTIES BY CITY. Lorson acknowledges that the City has made no representations or warranties whatsoever in regard to the Property.

7. LOT NOT BUILDABLE. Lorson acknowledges that the Property being conveyed, standing alone, is not of sufficient size or dimension to permit the construction of a single family dwelling under the regulations of the City of Norfolk currently in effect.

8. NOTICES. All notices to the parties hereto will be delivered by hand, via certified mail return receipt requested, or via facsimile and all be deemed effective upon delivery if by hand and upon confirmation of receipt if by other means, to the following address until the address is changed by notice in writing to the other party:

Lorson: Blane J. Lorson  
Kacey D. Lorson  
549 Fisherman's Road  
Norfolk, Virginia 23503

City: Department of Development  
Attn: Real Estate Coordinator  
500 E. Main Street, Suite 1500  
Norfolk, Virginia 23510

With a copy to: Bernard A. Pishko  
City Attorney  
900 City Hall Building  
810 Union Street  
Norfolk, Virginia 23510

9. SURVIVAL. The provisions contained in this Agreement will be true as of the date of this Agreement and as of the date of Closing and will survive the Closing.

10. BROKERAGE OR AGENT'S FEES. Neither the City nor Lorson are represented by a real estate broker, agent or finder in this transaction. No fees or commissions are or will be due from or payable by the City as a result of this transaction. The City shall not have any obligation whatsoever to pay any brokerage or agent's fees or commissions, nor shall the City have any obligation whatsoever to see that any such fees or commissions are paid.

11. DEFAULT AND REMEDIES.

a. If the conveyance contemplated by this Agreement is not consummated because of City's or Lorson's default, the non-defaulting party may elect to:

(i) Terminate this Agreement; or

(ii) Seek and obtain specific performance of this Agreement.

12. REVERSION OF TITLE. Lorson acknowledges that this conveyance is subject to the Restrictive Covenants attached as Exhibit B, including the right of reverter as set forth therein.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and will supersede the terms and conditions of all prior written and oral agreements, if any, concerning the matters it covers. The parties acknowledge there are no oral agreements, understandings, representations, or warranties that supplement or explain the terms and conditions contained in this Agreement. This Agreement may not be modified except by an agreement in writing signed by the parties.

14. GOVERNING LAW. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.

15. SUCCESSOR/ASSIGNMENT. This Agreement will be binding upon and the obligations and benefits hereof will accrue to the parties hereto, their heirs, personal representatives, successors, and assigns.

16. IRS REPORTING REQUIREMENTS. For the purpose of complying with any information reporting requirements or other rules and regulations of the Internal Revenue Service ("IRS") that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement including, but not limited to, any requirements set forth in proposed Income Tax Regulation Section 1.6045-4 and any final or successor version thereof (collectively the "IRS Reporting Requirements"), City and Lorson hereby designate and appoint the Lorson's attorney or Title Company to act as the "Reporting Person" (as that term is defined in the IRS Reporting Requirements) to be responsible for complying with any IRS Reporting Requirements. The attorney or Title Company hereby acknowledges and accepts such designation and appointment and agrees



to fully comply with any IRS Reporting Requirements that are or may become applicable as a result of or in connection with the transaction contemplated by this Conveyance Agreement. Without limiting the responsibility and obligations of the attorney or Title Company as the Reporting Person, City and Lorson hereby agree to comply with any provisions of the IRS Reporting Requirements that are not identified therein as the responsibility of the Reporting Person, including but not limited to, the requirement that City and Lorson each retain an original counterpart of this Conveyance Agreement for at least four (4) years following the calendar year of the Closing.

**WITNESS** the following duly authorized signatures and seals:

**(SIGNATURE PAGES TO FOLLOW)**

**CITY OF NORFOLK**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA**  
**CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Conveyance Agreement have acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

**APPROVED AS TO CONTENTS:**

\_\_\_\_\_  
Real Estate Coordinator

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_

Blane J. Lorson

STATE OF VIRGINIA

CITY/COUNTY OF NORFOLK, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Blane J. Lorson, whose name is signed to the foregoing Conveyance Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_



By: \_\_\_\_\_  
Kacey D. Lorson

STATE OF VIRGINIA  
CITY/COUNTY OF NORFOLK, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City/County of Norfolk, in the State of Virginia, whose term of office expires on \_\_\_\_\_, do hereby certify that Kacey D. Lorson, whose name is signed to the foregoing Conveyance Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

## **EXHIBIT "A"**

### **Tax Account Number 2712-8800**

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Instrument Control Number

201 FEB 26 PM 2 40

060009760

**Commonwealth of Virginia  
Land Record Instruments  
Cover Sheet - Form A**

FEB.23 060009760

[ILS VLR Cover Sheet Agent 1.0.66]

T  
A  
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X  
E  
M  
P  
TC  
O  
R  
P

Date of Instrument: [2/23/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1 ]

Number of Pages [ 6 ]

City ☒ County ☐ [City Of Norfolk ] (Box for Deed Stamp Only)**First and Second Grantors**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[ ]	[ ]	[ ]
[Trapani ]	[Philip ]	[R. ]	[Jr. ]

**First and Second Grantees**

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk ]  
(Address 1) [Norfolk City Attorney's Office ]  
(Address 2) [810 Union Street, Room 900 ]  
(City, State, Zip) [Norfolk ] [VA ] [23510 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ 100 ]

Book [ ] Page [ ] Instr. No [060006383 ]

Parcel Identification No (PIN) [2712-8800 ]

Tax Map Num. (If different than PIN) [n/a ]

Short Property Description [Portion of Lot "K" ]

Current Property Address (Address 1) [N S W Evans Street ]

(Address 2) [ ]

(City, State, Zip) [Norfolk ] [VA ] [ ]

Instrument Prepared by [Charles Stanley Prentace ]

Recording Paid for by [N/A ]

Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, 900 City Hall Building ]

(City, State, Zip) [Norfolk ] [VA ] [23510 ]

Customer Case ID [N/A ] [ ] [ ]







**DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
LOT K (TAX ACCOUNT #2712-8800)**

THIS DECLARATION, made this 16 day of Feb., 2006, by the  
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia  
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property described in Exhibit A,  
attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,  
improvement and maintenance of the Property, and the surrounding neighborhood,  
deems it suitable and appropriate to establish and publish certain standards and  
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual  
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent  
purchasers of the Property, Declarant does hereby declare said Property to be subject to  
the following covenants, which covenants shall run with the land and shall be binding  
on all parties having or acquiring any right, title or interest in and to the Property or  
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.

2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.


CITY OF NORFOLK

By:  [SEAL]  
City Manager

Attest:

Approved as to form and correctness:

  
City Clerk

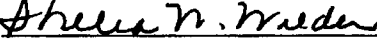
 2-7-06  
Deputy City Attorney

STATE OF VIRGINIA

CITY OF NORFOLK, to-wit:

I, Shelia W. Wilder, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>st</sup> day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated Feb. 16, 2006 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16 day of February, 2006.

 [SEAL]  
Notary Public



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**EXHIBIT "A"**  
**Tax Account Number 2712-8800**

A portion of all that certain piece or parcel of land, in Lot "K" on a plat of the "Re-Subdivision of Parcel "G", dated 16 July 1956, and duly of record in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 17 at page 16, and that portion of the closed and vacated Landale Road acquired by Marvin B. Simon, unmarried as aforesaid, said parcel of land being more particularly described as follows:

BEGINNING at a point of Evans Street, where a southerly prolongation of the eastern boundary line of Lot 73, as shown on the aforesaid plat recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 17, at Page 16, would intersect the northern line of said Evans Street, which point is the southeast corner of the parcel of land herein conveyed; thence in a northwesterly direction along the northern line of said Evans Street to a point where a southerly prolongation of the western boundary line of said Lot 73 would intersect the northern line of the said Evans Street, which point is the southwesterly corner of the parcel of land herein conveyed; thence in a northerly direction along said prolongation of the western boundary line of said Lot 73 to the new southwest corner of said Lot 73, as established by the closing and vacating of the said Landale Road, as aforesaid, which corner is the northwesterly corner of the parcel of land therein conveyed; thence in an easterly direction along the former center line of the closed and vacated Landale Road and which line is also the new southern boundary line of said Lot 73, sixty-five (65) feet, more or less, to the new southeast corner of said Lot 73, which point is also the northeast corner of the parcel of land herein conveyed; thence in a southerly direction along the southern prolongation of the eastern boundary line of said Lot 73 to the northern line of said Evans Street, the point of beginning herein. Said parcel of land being a portion of the property conveyed to Marvin Homes, Incorporated, by deed from Marvin B. Simon, unmarried, dated 31 August 1954, and recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Deed

Book 676, at Page 433, and that portion of the said Landale Road acquired by the said Marvin B. Simon when the said road was closed and vacated by the Ordinance of the City of Norfolk, Virginia, aforesaid.

INSTRUMENT #060009750  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
FEBRUARY 28, 2006 AT 02:40PM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ

Instrument Control Number

# Commonwealth of Virginia

## Land Record Instruments

### Cover Sheet - Form A

FFB.23 060009761

[ILS VLR Cover Sheet Agent 1.0.66]

T  
A  
X  
  
E  
X  
E  
M  
P  
T

C  
O  
R  
P

Date of Instrument: [2/23/2006 ]

Instrument Type: [DEC ]

Number of Parcels [ 1 ]

Number of Pages [ 6 ]

City ☒ County ☐ [City Of Norfolk ]

(Box for Deed Stamp Only)

## First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[ ]	[ ]	[ ]
[Trapani ]	[Philip ]	[R. ]	[Jr. ]

## First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[City of Norfolk ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

Grantee Address (Name) [City of Norfolk ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, Room 900 ]

(City, State, Zip) [Norfolk ] [VA] [23510 ]

Consideration [0.00 ] Existing Debt [0.00 ] Assumption Balance [0.00 ]

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ 100 ]

Book [ ] Page [ ] Instr. No [060006381 ]

Parcel Identification No (PIN) [2712-9100 ]

Tax Map Num. (if different than PIN) [n/a ]

Short Property Description [Parcel along Rear of Lot 73 ]

Current Property Address (Address 1) [S S Swanson Road ]

(Address 2) [ ]

(City, State, Zip) [Norfolk ] [VA] [ ]

Instrument Prepared by [Charles Stanley Prentace ]

Recording Paid for by [N/A ]

Return Recording to (Name) [Charles Stanley Prentace, Deputy City Attorney ]

(Address 1) [Norfolk City Attorney's Office ]

(Address 2) [810 Union Street, 900 City Hall Building ]

(City, State, Zip) [Norfolk ] [VA] [23510 ]

Customer Case ID [N/A ] [ ] [ ]



delta lucies

2

**[ILS VLR Cover Sheet Agent 1.0.66]**

## Grantors/Grantees/Parcel Continuation Form B

Prior Instr. Recorded at: City ☐ County ☐ [ ] Percent. in this Juris. [ ]  
Book [ ] Page [ ] Instr. No [ ]  
Parcel Identification No (PIN) [ ]  
Tax Map Num. (if different than PIN) [ ]  
Short Property Description [ ]  
[ ]  
Current Property Address (Address 1) [ ]  
(Address 2) [ ]  
(City, State, Zip) [ ][ ]



**DECLARATION OF  
PROTECTIVE AND RESTRICTIVE COVENANTS  
RELATIVE TO PROPERTY LOCATED AT  
REAR END OF LOT 73 (TAX ACCOUNT #2712-9100)**

THIS DECLARATION, made this 16 day of Feb., 2006, by the  
CITY OF NORFOLK, a municipal corporation of the Commonwealth of Virginia  
("Declarant"), whose address is City Hall, 810 Union Street, Norfolk, Virginia, 23510.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property described in Exhibit A,  
attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant, in order to provide for orderly development,  
improvement and maintenance of the Property, and the surrounding neighborhood,  
deems it suitable and appropriate to establish and publish certain standards and  
restrictions and to impose the same upon the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual  
benefits accruing to Declarant, to the surrounding neighborhood, and to subsequent  
purchasers of the Property, Declarant does hereby declare said Property to be subject to  
the following covenants, which covenants shall run with the land and shall be binding  
on all parties having or acquiring any right, title or interest in and to the Property or  
any part thereof.

A. PERMITTED AND PROHIBITED USES.

1. Any construction on or development of the Property shall be in keeping with the City of Norfolk's General Plan, as well as the City's neighborhood plans, as such plans may be approved from time to time by the City Council.

2. No building or structure of any kind shall be constructed, altered or permitted on the Property without the prior written approval of the design of such building or structure by the Director of City Planning for the City of Norfolk ("Director"). A set of plans shall be submitted to the Director for approval as set forth herein.

3. All buildings and structures located on the Property shall be kept in good repair and the Property shall be kept in compliance with all City codes and ordinances.

4. If the Property is located on a street or in a district that is designated as an underground street or district under the provisions of the Norfolk City Code, 1979, as amended ("City Code"), then any building or structure located on the Property shall be served by underground utilities, and no above ground poles and wires shall be permitted, unless otherwise provided in the City Code.

B. REVIEW AND APPROVAL OF PLANS

1. All plans for any new buildings or structures to be located on the Property, including any additions to existing buildings or structures, must be presented to and approved by the Director in writing prior to the commencement of any construction.



2. The Director shall approve or disapprove plans submitted to him within forty-five (45) days after an application has been made to him. If the Director fails to act within the said 45 days, the application shall be deemed to have been approved. In the event the plans are disapproved by the Director, the party submitting the plans shall have 45 days from the date of such disapproval to submit revised plans, such revised plans to contain any revisions required by the Director.

3. The plans required to be submitted to the Director for approval shall include a full set of construction plans and site plans.

4. The construction of any building or structure on the Property must commence within ninety (90) days of the receipt of approval by the Director. Work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve (12) months from the date construction commences.

C. GRANTEE'S ACCEPTANCE

The Grantee of the Property subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of the Property, shall accept such deed or contract upon and subject to each and all of these protective and restrictive covenants and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, consent, and agree to and with Declarant to keep, observe, comply with, and perform said protective and restrictive covenants.

D. EFFECTS OF PROTECTIVE AND RESTRICTIVE COVENANTS.

1. These protective and restrictive covenants shall run with the Property and shall be binding upon all parties and all persons claiming under them.

2. These protective and restrictive covenants may be changed, modified, or amended by a duly recorded instrument signed by the Declarant and the then current owner of the Property.

3. Each and every protective and restrictive covenant contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said protective or restrictive covenants shall, for any reason, be held to be invalid or unenforceable, all remaining protective and restrictive covenants shall nevertheless remain in full force and effect.

4. The failure of any party or person to enforce a protective or restrictive covenant contained herein in any instance or against any person shall not constitute a waiver or abrogation of said protective or restrictive covenant.

E. REMEDIES.

The Declarant or any party to whose benefit these protective and restrictive covenants inure may proceed at law or in equity to prevent the occurrence, continuation, or violation of any of these protective and restrictive covenants, and the court in any such action may award reasonable expenses in prosecuting such action, including attorney's fees. In addition to any other remedy available at law or in equity, a violation of any protective or restrictive covenant contained herein shall, in the sole

discretion of the Declarant and upon the giving of written notice to the then current owner of the Property, cause the title to the Property to revert to the Declarant.

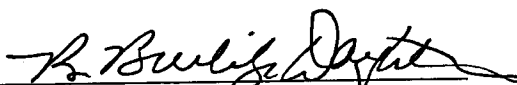
IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

CITY OF NORFOLK

By:  [SEAL]  
City Manager

Attest:

Approved as to form and correctness:

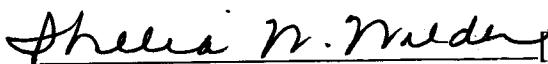
  
City Clerk

 2-7-06  
Deputy City Attorney

STATE OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, Shelia W. Wilder, a Notary Public in and for the City of Norfolk, in the State of Virginia, whose term of office expires on the 31<sup>st</sup> day of August, 2006, do hereby certify that Regina V.K. Williams, City Manager and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing instrument dated Feb. 16, 2006 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 16 day of February, 2006.

 [SEAL]  
Notary Public

**EXHIBIT "A:**  
**Tax Account Number 2712-9100**

ALL that certain piece or parcel of land, extending along the rear end of lot number Seventy-Three (73) on that certain plat entitled "Map of a portion of Commodore Park" recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in map book #10 at page #47, land being the part of Lansdale Road adjoining lot #73 and vested in the owner thereof by the vacation of the said street or ordinance of the City of Norfolk, Virginia, dated June 16, 1953.

INSTRUMENT #060009761  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK ON  
FEBRUARY 28, 2006 AT 02:40PM  
GEORGE E. SCHAEFER, CLERK

RECORDED BY: DXJ